

OFFICIAL PROCEEDINGS OF
THE ST. MARY PARISH COUNCIL OF THE
PARISH OF ST. MARY, STATE OF LOUISIANA

JUNE 12, 2019
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman Gabriel Beadle presiding and the following members present: Rev. Craig Mathews, Dale Rogers, Glen Hidalgo, Ken Singleton, Patrick Hebert, James Bennett, Sterling Fryou, Paul P. Naquin, Jr., and Kevin Voisin. Absent was J Ina.

The Invocation was pronounced by Rev. Mathews and the Pledge of Allegiance was led by Mr. Beadle.

Mr. Voisin moved that the reading of the minutes of the Second Regular Meeting, May 22, 2019, be dispensed with and that the same be approved. Mr. Fryou seconded the motion, which carried.

Mr. Jeffery Duhe, 1009 Frenchman Street, New Orleans, Louisiana, Partnership Specialist, Atlanta Regional Office of the United States Census Bureau, appeared before the Council to announce preparations for the 2020 Census.

In response to Rev. Mathews' inquiry, Mr. Duhe explained that the Census' goal is to count everyone once and in the correct place.

In response to Mr. Voisin's inquiry, Mr. Duhe stated that the Census day is scheduled for April 1, 2020 and that everyone should expect to receive a paper card by mail in March 2020 asking them to go online to complete the 2020 Census.

Parish President, David Hanagriff, reported that the St. Peter Street Sewer Project is moving forward.

Mr. Hanagriff expounded on the funding on the Gulf of Mexico Energy Securities Act (GOMESA) Bonds and explained that funding use is restricted (i.e. Coastal Restoration, levees, and industrial roads). He informed of the list of projects that will be constructed using the GOMESA funds.

Chief Administrative Officer, Henry "Bo" LaGrange, presented his report for a three (3) week period ending June 12, 2019.

Item 2 in Mr. LaGrange's report stated, "The monthly mosquito control summary reports have been submitted for the months of March, April and May, 2019 reflecting a total of 163 acres treated in March, a total of 18,033 acres treated in April with 27 adulticide spray zones representing 8 zones treated; a total of 26,642 acres treated in May with 44 adulticide spray zones representing 9 zones treated."

In response to Mr. Voisin's inquiry, Mr. LaGrange stated that there was an increase in mosquito spray request in May 2019.

Item 4 in Mr. LaGrange's report stated, "The Amelia Belle Riverboat Casino has remitted its annual payment in the amount of \$1,400,000 in lieu of boarding fees as per the agreement between the Amelia Belle and St. Mary Parish Government."

In response to Mr. Hidalgo's inquiry, Mr. Hanagriff expounded on the agreement between the Amelia Belle and St. Mary Parish Government.

Mrs. Tammy Luke presented the following items as recommended by the Planning & Zoning Commission at their May 20, 2019 Regular Meeting:

a. Preliminary & Final Subdivision/Development Approval

Name: Carl Derkerlegand

Address: 159, 163, & 169 Martin Rd., Centerville, La

Parcel Id# Sec. 48 T15S R10E;

Parcel Id# 2534481084.00-Lot 11 GML Properties LLC per Plat 217 308424 Acq. 251 312932

Parcel Id# 2534481085.00-Lot 12 GML Properties LLC per Plat 217 308424 Acq. 359 328951

Parcel Id# 2534481083.00-Lot 10 GML Properties LLC per Plat 217 308424 Acq. 251 312928

Zoned: Existing Neighborhood (EN2) Zoned District

PURPOSE: as shown on a plat titled "Survey Showing Property Line Shift between Lots 10, 11, and 12 on Property Belonging to Carl W. Dekerlegand and Henry Businelle" prepared by Providence Engineering and Design, LLC, dated April 2, 2019.

Southwestern Land District; as prepared by Miller Engineers & Associates, Inc. Engineers & Land Surveyors; Dwg. No. 14244, dated April 4, 2018."

Mr. Voisin moved to approve Preliminary & Final Subdivision Approval for:

Name: Carl Derkerlegand

Address: 159, 163, & 169 Martin Rd., Centerville, La

Parcel Id# Sec. 48 T15S R10E;

Parcel Id# 2534481084.00-Lot 11 GML Properties LLC per Plat 217 308424 Acq. 251 312932

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Southwestern Land District; as prepared by Miller Engineers & Associates, Inc. Engineers & Land Surveyors; Dwg. No. 14244, dated April 4, 2018."

Mr. Hebert seconded the motion, which carried.

Mr. Hidalgo moved that the Public Hearing Report, May 22, 2019 be approved. Mr. Singleton seconded the motion, which carried.

Mr. Hebert reported that he and Mr. Voisin attended the Gulf of Mexico Alliance meeting in Alabama to discuss coastal restoration, coastal resilience, data management, and flood mapping. They also attended the National Association of Counties (NACO) to discuss the national flood insurance program.

Item 12A, “FOR INTRODUCTION – An Ordinance amending Ordinance No. 1090 and Ordinance No. 1938, providing for the job positions and salaries within the St. Mary Parish Coroner’s Office,” was withdrawn.

Mr. Voisin introduced the following ordinance:

ORDINANCE NO.

An Ordinance authorizing the Parish of St. Mary to enter into a Lease Purchase Agreement with Cit Bank, N.A. relative to the acquisition of a phone system from Intellicom, Inc. for the St. Mary Parish Courthouse.

BE IT ORDAINED by the St. Mary Parish Council, in regular session convened:

SECTION I. That the Parish of St. Mary enters into a Lease Purchase Agreement with Cit Bank, N.A. relative to the acquisition of a phone system from Intellicom, Inc. for the St. Mary Parish Courthouse with the basic terms and conditions contained in Exhibit “A”, attached hereto.

SECTION II. That David Hanagriff, Parish President is authorized to execute such lease on behalf of the Parish Council.

SECTION III. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 12th day of June, 2019; having been published in accordance with law.

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SLG LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words *you* and *your* in this Lease, we mean *you, our customer*, which is the Lessee indicated below. When we use the words *we*, *us* and *our* in this Lease, we mean the Lessor, *CIT BANK, N.A.*. Our address is 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32266. Phone 800-327-3333

Form AFS-SLGLA-DS 2011.1 Page 1 of 2

CUSTOMER INFORMATION	Lessee Name	E-Mail Address	Tax ID #
	ST MARY, PARISH OF		Tax Exempt #
	Billing Street Address/City/State/Zip	Phone No.	Lease # 1619264
	500 MAIN STREET, FRANKLIN, LA 70538	337-828-4100	
	Equipment Location Street Address/City/County/State/Zip		
	500 MAIN STREET, FRANKLIN, ST MARY, LA 70538		

SUPPLIER INFORMATION	Supplier Name ("Supplier")
	INTELLICOM INC
EQUIPMENT DESCRIPTION	Make/Model
	AVAYA / IP OFFICE (500) /

END OF LEASE PURCHASE OPTION
Fair Market Value

TERM AND LEASE PAYMENT	Lease Term (Months)	Lease Payment	Documentation Fee	You agree to pay at the time you sign this Lease: 0 Mos. (\$0.00) Total Advance Lease payment. If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the original term.	Plus Applicable Taxes
	60	\$1,332.50	\$0.00		

INSURANCE AND TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Lease or the Equipment. (See Sections 6 and 8 on Page 2 of this Lease). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS 1. LEASE: DELIVERY AND ACCEPTANCE. You agree to lease the equipment, maintenance and services described above and in any purchase, maintenance, services or supply contract (collectively, "Supply Contract") associated with this lease agreement ("Lease") (collectively, "Equipment") on the terms and conditions shown on both pages of this Lease. If you have entered into a Supply Contract with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date that you sign a Delivery and Acceptance Certificate and will continue for the number of months specified in this Lease unless renewed as set forth in this Lease or earlier terminated as set forth in Section 3 of this Lease. The Equipment will be deemed irrevocably accepted by you upon: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. (NOTE: Terms and Conditions continue on the following pages.)

By signing this lease: (i) you acknowledge that you have read and understand all of the terms and conditions of this lease, which is documented on our Form AFS-SLGLA-DS 2011.1, (ii) you agree that if a copy of this lease is signed by you and the front of the copy is delivered to us by facsimile transmission or otherwise, to the extent any provisions are missing or illegible or changed (and not initiated by both you and us), the terms and conditions of our Form AFS-SLGLA-DS 2011.1 in use on the date we receive the copy signed by you will be the terms and conditions of the lease, (iii) you agree that this lease is a net lease that you cannot terminate or cancel except as specifically provided herein, you have an unconditional obligation to make all payments due under this lease, and you cannot withhold, setoff or reduce such payments for any reason, (iv) you agree that you will use the equipment only for governmental purposes, (v) you warrant that the person signing this lease for you has the authority to do so, (vi) you confirm that you decided to enter into this lease rather than purchase the equipment for the lower total cash price, and (vii) you agree that this lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed, construed, and enforced in accordance with federal law and the laws of the state of New York (without regard to the conflict of laws principles of such state). You consent to the jurisdiction of any court located within that state and waive any objection relating to improper venue or forum non conveniens. BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

ST MARY, PARISH OF	CIT BANK, N.A.
Lessee	Lessor
X	X
Authorized Signature	Authorized Signature
Print Name & Title	Print Name & Title
Date	Date

CERTIFICATION

I, _____ (Certifier), a resident of _____ (City), in the State of _____ (State), DO HEREBY CERTIFY that I am the duly elected or appointed and acting _____ (Certifier's Title) of the Lessee identified above, which is in the State of _____ (State) or a political subdivision or agency, duly organized and existing under the laws of the State of _____ (State); and that I have custody of the records of Lessee; as of the date set forth below the individual named and executing above on behalf of the Lessee, _____ (Name of Authorized Signatory of Lessee), is the _____ (Title) of Lessee and is duly authorized to execute and deliver the Lease (including any addendum) and all related documents, in the name and on behalf of Lessee; and that signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of Lessee this _____ day of _____, _____.

-SEAL- Certifier's Signature

1. (Continued) Your first Lease Payment is due 30 days after commencement of this Lease, unless payment in advance is indicated in Additional Provisions above, and your remaining Lease Payments shall be due on the same day of each subsequent month (or such other time period stated on Page 1 of this Lease) designated by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment if the Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any upgrades and buyout amounts) differs from the estimated Total Cash Price specified by you (or on your behalf by the Supplier) in the credit application submitted to us. However, if the Total Cash Price exceeds the amount approved by us, we will not be obligated to purchase or lease the Equipment. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 6% of each late payment or (ii) \$50.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such reappropriation by cutting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or monies.

3. **NONAPPROPRIATION OF FUNDS.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you agree that you will give us at least 30 days written notice of such Non-Appropriation and provide us with evidence from your governing body of such Non-Appropriation. After receipt of such notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (a) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such terminations would occur and (b) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Lease Payments.

4. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or the Supplier under a Supply Contract.

5. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on Page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless this Lease is renewed or you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, in any place in the United States that we tell you. You will pay all expenses of disinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

6. **TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fees and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fees or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

7. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 11(b) below.

8. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

9. **TITLE; RECORDING.** Unless you have been granted a \$1.00 purchase option, you are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that if you have not been granted a \$1.00 purchase option, this transaction is a true lease. You hereby authorize us or our agent to file a financing statement to give public notice of our ownership of the Equipment and other property (including without limitation, our interests in all software). However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments, receivables and proceeds) and authorize us or our agent to file a financing statement or any other documents we deem necessary to perfect or protect our interest in the Equipment and other property.

10. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you hereunder or in any instrument provided to us by you proves to be incorrect in any material respect when made.

11. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any of all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded monthly, plus (ii) all other amounts due to or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 5; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may obtain a refund from the Supplier for any prepaid maintenance or services and apply it to any amounts that you owe us; and (f) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

12. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contest the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

13. **ASSIGNMENT; YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.

14. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the purchase option price specified on the front of this Lease plus applicable taxes. Unless the \$1.00 purchase option has been granted, you must give us at least 90 days but no more than 180 days written notice before the end of the original or any renewal term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive three-month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days' prior to such renewal term. If you have been granted a fair market value purchase option, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the fair market value, we will transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

15. **INDEMNIFICATION.** With respect to any claims, actions, or suits that are made against us as a result of your actions, inaction, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

16. **AUTHORIZATION AND EQUIPMENT USE.** You represent and agree that: (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other monies available from unexpended and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such appropriations and/or funds have been designated for the payment of the Lease Payments that may come due under this Lease for your current fiscal period; (e) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (e) above, an incumbency certificate, an essential use letter as to clause (e) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

17. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by you and us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on Page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and remedies will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. Except as provided for in Section 3, you will not terminate, cancel, or request a refund from the Supplier for any prepaid maintenance or services included in this Lease and if you do receive a refund from the Supplier, you will hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you will remit the refund to us upon our request. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.



DELIVERY AND ACCEPTANCE
CERTIFICATE

CUSTOMER
INFORMATION

Lessee Name

ST MARY, PARISH OF

Billing Street Address/City/State/Zip

500 MAIN STREET, FRANKLIN, LA 70538

Equipment Location Street Address/City/County/State/Zip

500 MAIN STREET, FRANKLIN, ST MARY, LA 70538

Lease #

1619264

By signing below, you, the Lessee, agree:

- A) That all equipment described in the lease identified above ("Equipment") has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the lease; and
- B) That we, the Lessor, CIT BANK, N.A., are authorized to purchase the Equipment and start billing you under the lease. Our address is 10201 Centurion Parkway North, Suite 100, Jacksonville, FL 32256.

YOU AGREE THAT IF A COPY OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE IT WILL BE BINDING ON YOU AND, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF OUR FORM AFS-DAC-DS-2011.1 IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE DELIVERY AND ACCEPTANCE CERTIFICATE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS DELIVERY AND ACCEPTANCE CERTIFICATE, WE MAY PRODUCE A COPY OF THE DELIVERY AND ACCEPTANCE CERTIFICATE TRANSMITTED TO US BY FACSIMILE TRANSMISSION AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE. IF YOU DELIVER THIS DELIVERY AND ACCEPTANCE CERTIFICATE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS DELIVERY AND ACCEPTANCE HAS NOT BEEN CHANGED.

LESSEE: ST MARY, PARISH OF

By:

(Authorized Signature)

(Type/Print Name)

(Title)

(Date)



**CERTIFICATE OF APPROPRIATIONS
STATE AND LOCAL GOVERNMENT**

I, _____ do hereby certify that I am the
(Name)
duly elected or appointed and acting _____ of
(Title)

ST MARY, PARISH OF ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain SLG Lease Agreement or SLG Lease Purchase Agreement identified by Lease Number 1619264 between Lessee and CIT Bank, N.A. or one of its affiliates or subsidiaries as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this ____
_____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title



To facilitate the proper billing and crediting of your account, please complete this form and return it with the signed documents. Thank you.

BILLING INFORMATION REQUEST		
Lease Number:	1619264	
Customer Legal Name:	ST MARY, PARISH OF	
Billing Address:	Street Address	
	City, State, ZIP	
Purchase Order #(if applicable):		
Attention:		
Individual who will process payments	First Name	MI Last Name
Contact Email Address:		
Telephone Number:		
Individual who will process payments	(Area Code)	
Equipment Location(s):	1. Street Address	
If different from Billing Address	City, State, ZIP	
	2. Street Address	
	City, State, ZIP	
Are you sales/rental tax exempt?	<input type="checkbox"/> Yes -- Tax exemption certificate attached.	
	<input type="checkbox"/> No	
INVOICE PREFERENCE - PLEASE SELECT ONE OPTION		
Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.		
<input type="checkbox"/>	Please sign me up for Electronic Invoicing - I would like to receive my invoice electronically at the email address provided above.	
	OR	
<input type="checkbox"/>	Please send my invoice via standard mail - I would like to receive my invoice via U.S. Mail to the billing address provided above.	
If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate Electronic Debit Form included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).		
Special Instructions:		
Customer Signature	Date	Type/Print Name & Title

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Page 1 of 1

Mr. Singleton moved that the following Ordinances be adopted. Mr. Voisin seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

YEAS: Rev. Mathews, Messrs. Rogers, Hidalgo, Singleton, Hebert, Bennett, Fryou, Naquin, Voisin, and Beadle

NAYS: None

ABSTAIN: None

ABSENT: Mr. Ina

ORDINANCE NO. 2189

An ordinance authorizing the Parish of St. Mary, State of Louisiana to proceed with a not to exceed \$11,500,000 financing through the Louisiana Local Government Environmental Facilities and Community

Development Authority; authorizing and ratifying the Parish's request of the Louisiana Local Government Environmental Facilities and Community Development Authority to issue its revenue bonds; authorizing the borrowing by the Parish of the proceeds from the sale of the bonds to finance qualified GOMESA projects and providing for the repayment of and security therefor; approving and ratifying within certain parameters the terms of the sale of the bonds; authorizing the form and execution of the Loan and Assignment Agreement; authorizing the form of and execution of an agreement for the purchase of the bonds and ancillary financing documents; and otherwise providing with respect thereto.

WHEREAS, the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") was established pursuant to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 33:4548.16, inclusive) (the "Act"), to encourage public infrastructure and public works of all types, and to assist political subdivisions in constructing public works and in financing and refinancing the construction of public infrastructure and public works; and

WHEREAS, the Parish of St. Mary, State of Louisiana (the "Parish") is a participating political subdivision of the Authority in accordance with the Act; and

WHEREAS, the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432, as amended and supplemented from time to time ("GOMESA"), provides for the sharing of certain revenues received by the United States government from oil and gas leasing and production in the Gulf of Mexico (the "GOMESA Revenues") with the states of Alabama, Mississippi, Louisiana and Texas and their designated political subdivisions; and

WHEREAS, GOMESA authorizes GOMESA Revenues to be spent on (a) projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses; (b) mitigation of damage to fish, wildlife or natural resources; (c) implementation of a federally-approved marine, coastal or comprehensive conservation management plan; (d) mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and (e) associated planning and administrative costs (collectively, the "GOMESA Projects"); and

WHEREAS, the Parish is a designated political subdivision that receives GOMESA Revenues pursuant to GOMESA; and

WHEREAS, the Parish Council of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as governing authority of the Parish, has determined that it is in the Parish's best interest to request the Authority to authorize, sell and issue the Authority's not to exceed \$11,500,000 Revenue Bonds (St. Mary Parish GOMESA Project) (the "Bonds"), in one or more series, the proceeds of which will be loaned by the Authority to the Parish (the "Loan") pursuant to the provisions of a Loan and Assignment Agreement by and between the Authority and the Parish (the "Loan Agreement"), which Loan proceeds will be used by the Parish to: (i) fund qualified GOMESA Projects within the Parish, and (ii) pay the costs of issuance of the Bonds (collectively, the "Project").

NOW THEREFORE, BE IT ORDAINED by the Governing Authority that:

SECTION 1. The Parish hereby requests that the Authority authorize and issue the Authority's Revenue Bonds (St. Mary Parish GOMESA Project) (the "Bonds"), in one or more series in an aggregate principal amount not to exceed \$11,500,000, the proceeds of which shall be loaned to the Parish pursuant to the Loan Agreement and will be used by the Parish to finance the Project.

SECTION 2. The Bonds shall be issued and sold by the Authority only as fully registered bonds in the denominations of \$5,000 or any integral multiple in excess thereof. The Bonds shall mature not later than November 1, 2044 and shall bear interest at a rate not to exceed six percent (6%) per annum.

SECTION 3. The selection by the Authority of Wells Fargo Securities, LLC (the "Purchaser") as purchaser of the Bonds is hereby acknowledged and approved by the Governing Authority, provided that the Purchaser's proposal does not exceed the parameters set forth in Section 2 above, and the Parish President and the Clerk and/or the Chairman of the Governing Authority are hereby authorized to execute the Bond Purchase Agreement and other Parish Documents, as described in Section 4 hereof, in order to evidence such approval.

SECTION 4. The form and terms of the Loan Agreement, the Bond Purchase Agreement, the Control Agreement for Deposit Account (if required), the Continuing Disclosure Certificate and all other ancillary documents (the "Parish Documents") are hereby authorized and approved in the forms approved by bond counsel to the Authority. The Loan Agreement shall obligate the Parish to pay to the Authority amounts necessary from GOMESA Revenues distributed to the Parish (the "Pledged Revenues") to allow the Authority to make principal and interest payments on the Bonds and to secure the payment thereof. The Parish does hereby irrevocably and irrepealably pledge and dedicate such Pledged Revenues in an amount sufficient for the payment of its obligations pursuant to the Loan Agreement. It is the intention of the Parish that, to the fullest extent permitted by law, this pledge shall be valid and binding from the time when it is made, that the Pledged Revenues so pledged and then or thereafter received by the Parish shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual agreements contained herein and in the Loan Agreement shall have priority over any or all other obligations and liabilities of the Parish, and that this pledge shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Parish, irrespective of whether such parties have notice thereof. The Pledged Revenues shall be and remain pledged for the security and payment of the Bonds in principal and interest until the Bonds shall have been fully paid and discharged.

SECTION 5. The execution and delivery of a Preliminary Limited Offering Memorandum and a Limited Offering Memorandum, in the forms approved by bond counsel and the municipal advisor to the Authority, are hereby ratified and approved.

SECTION 6. The Parish President and the Clerk and/or the Chairman of the Governing Authority are hereby authorized and directed to execute any and all documents and take all further action necessary or reasonably required to effect the Loan from the Authority evidenced by the Loan Agreement and are specifically authorized to approve any changes to the Loan Agreement and all other ancillary documents approved by counsel to the Parish and bond counsel to the Authority, such approval to be conclusively evidenced by their execution hereof.

SECTION 7. The Parish covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Internal Revenue Code of 1986 and any amendments thereto (the "Code") to establish, maintain and preserve the exclusion from "gross income" of interest on the tax-exempt Bonds under the Code. The Parish further covenants and agrees that it will not take any action, fail to take any action or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Parish to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in inclusion of interest on any Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds; or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America; or (iii) use of Bond proceeds in a manner that would cause the Bonds to be "private activity bonds."

SECTION 8. The Authority is hereby requested to take all actions necessary to issue and sell the Bonds.

SECTION 9. The Parish President and the Clerk and/or the Chairman of the Governing Authority are hereby authorized and directed to do any and all things necessary and incidental to carry out the provisions of this Ordinance and effect the completion of the Project and to assist the Authority in carrying out its functions in connection with the financing.

SECTION 10. This Ordinance shall become effective immediately.

This ordinance having been offered and read on this the 22nd day of May 2019; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 12th day of June 2019; was adopted.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 17th day of June 2019, at the hour of 9:43 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 18th day of June 2019, at the hour of 10:54 a.m.

ORDINANCE NO. 2190

An Ordinance to replace, amend and re-enact Ordinance Nos. 742, 796 and 855 of the Parish of St. Mary, State of Louisiana establishing general rules and regulations for the use of the Burns Point Recreational Area.

BE IT ORDAINED by the St. Mary Parish Council, State of Louisiana in regular session;

SECTION I. Be it ordained that the Burns Point Recreational Area is defined to be that 4.88 acres of land owned by the St. Mary Land Company, on the east shore of East Cote Blanche Bay, situated in Section 9, T-17-S, R-9-E, the center being 1700' N. 70* W of S. E. Cor. Section 9, all as is more fully shown by reference to the attached map "Exhibit A" or Sketch thereof dated the 8th day of October 1969 from Ordinance No. 742 and attached to and incorporated herein and made part of this ordinance.

SECTION II. The Chief Administrative Officer shall have the authority to create a list of Burns Point Recreational Area Rules and Regulations for the operation and maintenance of the park and boat ramp launching facilities. The current list of rules may be amended from time to time at the discretion of the Chief Administrative Officer; except that any fee increase or rules that may conflict with the provisions of Ordinance No. 2153 shall be approved by adoption of an Ordinance by Parish Council. The current list of rules and regulations are attached as "Exhibit B".

SECTION III. Any natural person or legal entity who refuses to comply with the provisions of this ordinance, shall be deemed to be guilty of a misdemeanor and shall pay a fine of not more than FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS or be imprisoned for not longer than SIX (6) MONTHS, or both, for each such violation.

SECTION IV. All laws in conflict herewith shall hereby be repealed.

This ordinance shall become effective upon publication in the Official Journal.

This ordinance having been offered and read on this the 22nd day of May 2019; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 12th day of June 2019; was adopted.

ABSENT: J Ina.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 17th day of June 2019, at the hour of 9:43 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 18th day of June 2019, at the hour of 10:54 a.m.

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BURNS POINT RECREATION AREA RULES

1. All Campers must register upon entering the park.
2. Check out time is 8:00 P.M. during daylight saving time period, 5:00 P.M. other than daylight saving time.
3. Fees per day for using the Camp Site as follows:

	<u>Total</u>
A. Travel trailers & motor homes	\$15.00 Daily \$105.00 Weekly
B. Pick-ups & Pop-ups	\$10.00 Daily
C. Boat Launching	\$1.00 (one-time fee if you rent a camp space for two or more consecutive days)
D. Vehicles entering park	\$1.00 (one-time fee if you rent a camp space for two or more consecutive days)
4. Quiet Time is from 11:00 P.M. to 7:00 A.M.
5. Firearms and other weapons usage at the park are prohibited.
6. All Pets must be on a leash at all times.
7. Destruction or Damaging of trees such as nailing or chopping are prohibited.
8. Maximum Speed Limit is five (5) miles per hour through the park.
9. All mini or motor bike riders must dismount and push their bikes within the park area. However, golf carts are allowed in the park.
10. All equipment & personal property brought into the park is the responsibility of the owner.
11. The PARISH will not be responsible for lost or stolen property.
12. Dumping in the bay of anything is prohibited and will be strictly enforced.
13. Boats and Boat Trailers are not permitted on the camp site area, unless you are renting a camp site and it can fit at your own camping site. However, you can detach your trailer from your vehicle and park in the parking area if you are renting an overnight camping site and you receive permission from the Park attendant.
14. Washing of utensils, vehicles, boats or clothing at faucets and bath house is prohibited.
15. All campers will clean their camp site before departure.
16. Registered campers are responsible for their guest. Only relatives or friends of campers permitted in the camper area.
17. No bonfires or fires of any kind permitted in park, unless you have a ring or a metal fire pit. The fire must be attended at all times by the person or persons responsible for starting the fire.
18. Swimming, crabbing and fishing is at your own risk. No swimming, crabbing and fishing in a boat launch or wharf area. Swimming, crabbing and fishing allowed only at designated areas.
19. The Parish of St. Mary assumes no responsibility for accidents or injuries. No diving or jumping off the pier, wharf, rocks or dock areas.
20. No Glass containers permitted in the park.
21. No mooring of boats on boat ramp or wharf.
22. Commercial fishermen are permitted to use the boat ramp, camping and picnic areas as per above rules. No storage of fishing gear or commercial sales allowed. Unloading or loading of commercial fishing or trapping vessels or vehicles is prohibited. No commercial activity allowed.
23. Fireworks are prohibited at the Burns Point Recreation Area.
24. All watercraft must operate at idle within the park launch area so as to prevent a vessel wake.
25. Watercrafts are prohibited in the designated swimming area of the park.
26. Consumption of food or beverage on the pier, wharf or swimming areas is prohibited.
27. You are required to adhere to all the above rules. Violators will be required to leave.

In response to Mr. Rogers' inquiry, Mr. LaGrange stated that the change is to clarify parking and fees.

ORDINANCE NO. 2191

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments).

WHEREAS, on March 12th, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

SECTION I - That certain tract of land described in Exhibit "A" is hereby rezoned from the current zoning of Agricultural (AG) Zoned District to Existing Neighborhood (EN1) Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 22nd day of May 2019; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 12th day of June 2019; was adopted.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 17th day of June 2019, at the hour of 9:43 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 18th day of June 2019, at the hour of 10:45 a.m.

EXHIBIT “A”

Name: Sarah Verret
Address: 8053 Hwy. 87, Jeanerette, LA

Parcel Id# Sec. 33 T13S R9E;
-Parcel Id# 1995004024.00-1995004089.00 - Parcel #1995004024.00-Lot 5B North Bayou
Subd being Tract "BCDEFGRB" per plat 286 317788 acq. 302 320392
Parcel #1995004089.00-Lot 5A North Bayou Subdivision being Tract
"ABRGHIJKLMNOPQA" per plat 286 317788 acq. 286 317788.

PURPOSE: to rezone from Agricultural (AG) Zoned District to Existing Neighborhood (EN1) Zoned District.

Rev. Mathews moved to adopted 13D, “An Ordinance amending Ordinance No. 1161 establishing the Regular Meeting Dates, Times, and Place of the St. Mary Parish Council to reflect the change of days from the second and fourth Wednesdays to the first and third Thursdays” and 13E, “An Ordinance amending Ordinance No. 2159 Section 3 to reflect the change in date and times of the Regular Council Meetings.” Mr. Voisin seconded the motion.

Mr. Hanagriff stated that the idea was suggested twelve years ago and that he is in support of changing the meeting days from the second and fourth Wednesdays to the first and third Thursdays for several reasons.

Amended motion was made by Rev. Mathews and seconded by Mr. Voisin to make 13D, “An Ordinance amending Ordinance No. 1161 establishing the Regular Meeting Dates, Times, and Place of the St. Mary Parish Council to reflect the change of days from the second and fourth Wednesdays to the first and third Thursdays” and 13E, “An Ordinance amending Ordinance No. 2159 Section 3 to reflect the change in date and times of the Regular Council Meetings” effective January 1, 2020.

In response to Mr. Rogers’ inquiry, Legal Counsel, Eric Duplantis informed that the ordinance does not have to be re-introduced to amend the ordinances to include the effective date of January 1, 2020.

Rev. Mathews spoke in favor of changing the meeting days from the second and fourth Wednesdays to the first and third Thursdays.

Mr. Hebert spoke in opposition of changing the meeting days due to conflicts on Thursdays.

Mr. Naquin spoke in opposition of changing the meeting days and suggested that the decision be made by the new Council in 2020.

Mr. Hidalgo explained that the reason he is in favor of changing the meeting days now is because several Councilmen are termed out and others may not run for re-election. Therefore, it would allow for candidates to know when the meeting days are before they qualify in August 2019.

Mr. Rogers spoke in opposition of changing the meeting days and expounded on changing the time of the meetings. He suggested that the decision be made by the new Council in 2020.

Mr. Singleton spoke in opposition of changing the meeting days and explained that he would prefer to have the meeting times moved up on Wednesday.

Mr. Singleton moved to call for the question.

In response to Mr. Singleton’s inquiry, Legal Counsel, Eric Duplantis explained that the call for the question is not appropriate until all Councilmen have had an opportunity to speak.

After discussion, Mr. Singleton withdrew the call for the question to allow the remaining Councilmen the opportunity to speak.

Chairman Gabriel Beadle relinquished the Chairmanship to Vice Chairman Kevin Voisin to have an opportunity to make a statement.

Mr. Duplantis explained that the Chairman is a presiding officer over the meeting and that if the Chairman wishes to speak on an issue he must give the gavel and the seat to the Vice Chairman to allow him to speak as a member of the elected body. He cannot over rule himself as the Chairman.

Mr. Beadle spoke in favor of 13D, “An Ordinance amending Ordinance No. 1161 establishing the Regular Meeting Dates, Times, and Place of the St. Mary Parish Council to reflect the change of days from the second and fourth Wednesdays to the first and third Thursdays” and 13E, “An Ordinance amending Ordinance No. 2159 Section 3 to reflect the change in date and times of the Regular Council Meetings” and expounded on timing, meeting days, and the future elected Council.

After further discussion, Mr. Singleton moved to call for the question. Mr. Rogers seconded the motion, which carried by the following 7-3-0-1 Roll Call vote:

YEAS: Messrs. Rogers, Singleton, Hebert, Bennett, Fryou, Naquin, and Voisin

NAYS: Messrs. Hidalgo, Beadle, and Rev. Mathews

ABSTAIN: None

ABSENT: Mr. Ina

After lengthy discussion, Rev. Mathews moved that the following Ordinances be amended, Item 13D, “FOR ADOPTION – An Ordinance amending Ordinance No. 1161 establishing the Regular Meeting Dates, Times, and Place of the St. Mary Parish Council to reflect the change of days from the second and fourth Wednesdays to the first and third Thursdays” and Item 13E, “FOR ADOPTION - An Ordinance amending Ordinance No. 2159 Section 3 to reflect the change in date and times of the Regular Council Meetings,” be adopted with the effective date being January 1, 2020. Mr. Voisin seconded the motion, which failed by the following 5-5-0-1 Roll Call vote:

YEAS: Messrs. Hidalgo, Bennett, Voisin, Beadle, and Rev. Mathews

NAYS: Messrs. Rogers, Singleton, Hebert, Fryou, and Naquin

ABSTAIN: None

ABSENT: Mr. Ina

Rev. Mathews moved that the following Ordinances, Item 13D, “FOR ADOPTION – An Ordinance amending Ordinance No. 1161 establishing the Regular Meeting Dates, Times, and Place of the St. Mary Parish Council to reflect the change of days from the second and fourth Wednesdays to the first and third Thursdays” and Item 13E, “FOR ADOPTION - An Ordinance amending Ordinance No. 2159 Section 3 to reflect the change in date and times of the Regular Council Meetings,” be adopted, effective immediately. Mr. Voisin seconded the motion, which failed by the following 5-5-0-1 Roll Call vote:

YEAS: Messrs. Hidalgo, Bennett, Voisin, Beadle, and Rev. Mathews

NAYS: Messrs. Singleton, Hebert, Fryou, Naquin, and Rogers

ABSTAIN: None

ABSENT: Mr. Ina

Mr. Voisin returned the gavel and Chairmanship to Mr. Beadle.

Mr. Duplantis explained that St. Mary Parish's Charter requires that the vote of an ordinance pass by the majority of the total membership of the Council. The total membership of the Council is eleven, which requires an affirmative vote of six votes in favor to pass an ordinance.

Rev. Mathews moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

YEAS: Messrs. Singleton, Hebert, Bennett, Fryou, Naquin, Voisin, Beadle, Rev. Mathews, Messrs. Rogers, and Hidalgo

NAYS: None

ABSTAIN: None

ABSENT: Mr. Ina

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in His Infinite mercy and goodness has seen fit to remove from our midst, Mr. Charles Carline, former Board of Commission Member for the Recreation District Commission No. 5 and Fire Protection District No. 11, and

WHEREAS, Mr. Carline also served on the Jeanerette Chamber of Commerce, and

WHEREAS, Mr. Carline worked for J & L/Honiron/Cameco Manufacturing, retiring after 48 years of service, and

WHEREAS, Mr. Carline will be truly missed by his family and friends that loved him dearly, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Mr. Carline, and

WHEREAS, the St. Mary Parish Council hopes that his family will find comfort in the thought that their grief and sorrow are shared by their friends.

NOW, THEREFORE BE IT RESOLVED, by the St. Mary Parish Council through the unanimous adoption of this resolution that they solemnly deliberate with sincere condolences, sympathy, and understanding during this time of grief.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

Mr. Voisin moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

YEAS: Messrs. Hebert, Bennett, Fryou, Naquin, Voisin, Beadle, Rev. Mathews, Messrs. Rogers, Hidalgo, and Singleton

NAYS: None

ABSTAIN: None

ABSENT: Mr. Ina

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in His Infinite mercy and goodness has seen fit to remove from our midst Mrs. Claire “Pookie” McNulty, wife of the late Judge Michael “Mickey” J. McNulty, Jr., and

WHEREAS, Mrs. McNulty raised her children in Franklin, she returned to New Orleans where she volunteering and worked tirelessly for many charitable and civic organizations, and

WHEREAS, Mrs. McNulty will be remembered by her family as a strong, loving, and supportive mother, and by family, friends, and acquaintances as a witty, vivacious, intelligent, and charming woman, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Mrs. McNulty, and

WHEREAS, the St. Mary Parish Council hopes that her family will find comfort in the thought that their grief and sorrow are shared by their friends.

NOW, THEREFORE BE IT RESOLVED, by the St. Mary Parish Council through the unanimous adoption of this resolution that they solemnly deliberate with sincere condolences, sympathy, and understanding during this time of grief.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

Item 14C, “Resolution providing for the approval and authorization for Change Order No. 1 relative to the 2018 Amelia Roadway Improvements Project,” was withdrawn.

Item 14H, “Resolution providing for the approval and authorization for Change Order No. 2 relative to the Yokely Levee Improvements Project,” was withdrawn.

Mr. Voisin moved that the following Resolutions be adopted. Mr. Hebert seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

YEAS: Messrs. Bennett, Fryou, Naquin, Voisin, Beadle, Rev. Mathews, Messrs. Rogers, Hidalgo, Singleton, and Hebert

NAYS: None

ABSTAIN: None

ABSENT: Mr. Ina

RESOLUTION

A Resolution in accordance with Section 3 of Ordinance No. 950 approving scheduled out-of-state conferences and allowing for reasonable travel expenses to be reimbursed upon proper documentation (receipts, invoices, etc.) to the Arkansas, Louisiana, Mississippi, and Texas Regional White House Conference to be held in Washington, D.C.

WHEREAS, the St. Mary Parish Council adopted Ordinance No. 950 on May 22, 1985, “Providing for the reimbursement of expenses incurred by members of the St. Mary Parish Council in the performance of official duties” and;

WHEREAS, Section 3 states “Members of the Council shall be reimbursed reasonable and necessary expenses incurred in the performance of official duties while outside the State of Louisiana. Such expenses shall include reasonable expenses incurred in travel, meals, and lodging and miscellaneous expenses incurred on behalf of the Council Members only. Approval for such travel and the incurring of such expenses must be obtained by a majority vote of the Council prior to such travel” and;

NOW, THEREFORE BE IT RESOLVED that the St. Mary Parish Council does hereby approve reasonable expenses incurred in travel, meals, and lodging and miscellaneous expenses incurred on behalf of the Council Members only, for their attendance at the to the Arkansas, Louisiana, Mississippi, and Texas Regional White House Conference to be held in Washington, D.C.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

WHEREAS, due to the Mississippi River and its Tributaries and its extended Flood Event including the Atchafalaya River; and

WHEREAS, with the opening of the Bonnet Carre Spillway earlier this year already having a negative impact on seafood in two states, the effect of the new fresh water flow into the Basin, added to Lake Pontchartrain and Lake Borgne, will negatively impact the livelihoods of thousands of fisherman, and crawfish, and oyster famers; and

WHEREAS, the Atchafalaya Basin is larger than the Florida Everglades, and is the nesting ground and home to more than 100 different species of fish and aquatic life; and

WHEREAS, the basin is the birthplace of our commercial fishing industry; and

WHEREAS, it is a biological transition zone required for the survival of many species of fish and wildlife; and

WHEREAS, allowing fresh water to flow into the delicate balance of an estuary five times more productive than any in North America, the breeding ground for a host of Gulf seafood will be detrimental, for months, if not years to come.

NOW THEREFORE, be it resolved that the St. Mary Parish Council hereby requests that the Louisiana Seafood Industry be included in any federal disaster assistance regarding the 2019 Mississippi River and its Tributaries Flood Event, and be appropriated emergency and non-emergency funding; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Louisiana Congressional Delegates,

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 1 relative to the 2019 Patterson and Bayou Vista Road Improvements Project.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Barriere Construction Co., LLC, P.O. Box 1576, Boutte, Louisiana 70039, relative to the 2019 Patterson and Bayou Vista Road Improvements Project, and

WHEREAS, the items as shown on Change Order No. 1 will result in an increase of \$93,606.50 in the contract price.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 1 covering an increase of \$93,606.50 in the contract price for the 2019 Patterson and Bayou Vista Road Improvements Project.

BE IT FURTHER RESOLVED, that the President of St. Mary Parish, David Hanagriff, be and he is hereby authorized to execute Change Order No. 1 on behalf of the St. Mary Parish Council.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute an Agreement with Durable Piling Restoration, LLC relative to bridge repair work on Verdunville Road and Penn Road.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Agreement with Durable Piling Restoration, LLC, 510 Woodside Avenue, Marksville, LA 71351, relative to bridge repair work on Verdunville Road and Penn Road, with said contract to contain such terms, conditions and stipulations as he may best fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute an Amendment No. 1 with T. Baker Smith, LLC relative to the Amelia Roadway Improvements Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Amendment No. 1 with T. Baker Smith, LLC, 17534 Old Jefferson Hwy., Suite D-1, Prairieville, LA 70769, relative to the Amelia Roadway Improvements Project, with said contract to contain such terms, conditions and stipulations as he may best fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution supporting the Parish President's formation of a Complete Count Committee in St. Mary Parish for the 2020 Census.

WHEREAS, the Constitution of the United States requires that a census be taken every 10 years, with the first census taking place in 1790 and the next census will take place in 2020; and

WHEREAS, Parish President David Hanagriff declares that he will formulate a Complete Count Committee for St. Mary Parish recommended by the United States Census Bureau for the 2020 Census; and

WHEREAS, President Hanagriff declares that the Complete Count Committee shall be comprised of members from St. Mary Parish representing local government, education, faith-based organizations, media, businesses, and volunteers; and

WHEREAS, President Hanagriff declares that the Complete Count Committee shall work to insure that every citizen of St. Mary Parish is accounted for in 2020; and

NOW, THEREFORE, BE IT RESOLVED, that St. Mary Parish Council, does hereby support Parish President David Hanagriff's formation of a Complete Count Committee in St. Mary Parish for the 2020 Census and submit this commitment to the United States Census Bureau.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

Mr. Singleton moved that the following Resolutions be adopted. Mr. Hebert seconded the motion, which carried by the following 9-0-1-1 Roll Call vote:

YEAS: Messrs. Fryou, Naquin, Voisin, Beadle, Rev. Mathews, Messrs. Hidalgo, Singleton, Hebert, and Bennett

NAYS: None

ABSTAIN: Mr. Rogers

ABSENT: Mr. Ina

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute an Architect/Engineer Contract with Firmin Architects, Ltd., relative to Waterproofing and Associated work at Fairview Treatment Center.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Architect/Engineer Contract with Firmin Architects, Ltd., 503 3rd Street, Morgan City, LA 70380, relative to Waterproofing and Associated work at Fairview Treatment Center, with said contract to contain such terms, conditions and stipulations as he may best fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution authorizing David Hanagriff, President to execute a Professional Services Agreement with Miller Engineers & Associates, Inc. relative to Reconstruction of Sager-Brown and Gordy Roads.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a Professional Services Agreement with Miller Engineers & Associates, Inc., 601 Main Street, Franklin, LA 70538 relative to Reconstruction of Sager-Brown and Gordy Roads, with said Contract to contain such terms, conditions, and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 12th day of June 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

NEW BUSINESS:

- A. Donald Patureau has written to inform you that he will be resigning from his position with the St. Mary Parish Water and Sewer District No. 1 effective May 31, 2019.

Mr. Patureau will be sent a letter thanking him for his service on the St. Mary Water and Sewer District No. 1 Board and the vacancy will be advertised.

- B. Rev. Mathews to request an allocation of \$2,310 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Recreation District No. 5 Community Program relative to the Raintree Summer Enrichment Program for additional student workers.

Rev. Mathews moved that funds in the amount of \$2,310 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund, from District No. 1 portion, be allocated to Recreation District No. 5 Community Program relative to the Raintree Summer Enrichment Program for additional student workers. Mr. Rogers seconded the motion, which carried.

- C. Rev. Mathews to request an allocation of \$2,065 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Recreation District No. 5 Community Program relative to funding baseball equipment for Baldwin Summer League.

Rev. Mathews moved that funds in the amount of \$2,065 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund, from District No. 1 portion, be allocated to Recreation District No. 5 Community Program relative to funding baseball equipment for Baldwin Summer League. Mr. Rogers seconded the motion, which carried.

- D. Rev. Mathews to request an allocation of \$1,500 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to the Town of Baldwin relative to offsetting the cost for use of the Baldwin Park for the Summer Baseball League.

Rev. Mathews moved that funds in the amount of \$1,500 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund, from District No. 1 portion, be allocated to the Town of Baldwin relative to offsetting the cost for use of the Baldwin Park for the Summer Baseball League. Mr. Rogers seconded the motion, which carried.

- E. Jolene Holcombe, Registrar of Voters, has written that Marlon D. Rhine was no longer a resident of St. Mary Parish and was even possibly a resident in Iberia Parish. The Iberia Parish Assessor's Office was checked and a record was located of a homestead exemption in Mr. Rhine's name in Iberia Parish. This fact caused her to challenge his voter registration on April 25, 2019.

Mr. Rhine's registration was cancelled on May 17, 2019 because he did not respond to the challenge letter that was sent to him regarding his homestead exemption. As of that date, he is no longer a registered voter in St. Mary Parish.

Discussion and action to declare a vacancy on the Recreation District No. 5 Board of Commissioners and to advertise for a replacement.

Rev. Mathews moved that the position on the Recreation District No. 5 Board of Commissioners be declared vacant and advertise accordingly.

- F. St. Landry Parish Council has written enclosing a resolution adopted by the St. Landry Council supporting the review and/or study by the U.S. Army Corp of Engineers of the Bayou Cocodrie and Tributaries Louisiana Project.

St. Landry Parish Council also request that this resolution be sent to each of the additional parish governments including Rapids, Avoyelles, Evangeline, St. Martin, Lafayette, Iberia, Vermilion, and St. Mary Parishes which will be affected by this project, seeking their consideration and support of this resolution.

In response to several Councilmen inquiries, Mr. LaGrange explained that part of the watershed drains through St. Mary Parish through Bayou Teche and the Charenton Drainage Canal. Therefore, they are asking for us to adopt a Resolution of Support.

Mr. Voisin requested to place the Resolution of Support on June, 22, 2019 Council meeting.

- G. Mr. Singleton to request an allocation of \$15,000 from Wards 5 & 8 3/10% Sales Tax Fund to the City of Patterson to help defer the costs to replace the culverts on Mike Drive and Leo Drive.

Mr. Singleton moved that funds in the amount of \$15,000 from Wards 5 & 8 3/10% Sales Tax Fund be allocated to the City of Patterson to help defer the costs to replace the culverts on Mike Drive and Leo Drive. Mr. Hebert seconded the motion, which carried.

Mr. Duplantis thanked administration for providing hearing devices for the hearing impaired to help with clarity at the Council meetings.

There being no further business, Mr. Fryou moved for adjournment. Mr. Singleton seconded the motion, which carried.